

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

**Supplement Manufacturing
Partner, Inc. d/b/a SMP Nutra,**

Plaintiff;

v.

William Cartwright,

Defendant.

Case No. 2:23-cv-06585-JMA-AYS

DECLARATION OF
[REDACTED]

I, [REDACTED], declare as follow:

1. I am a co-founder and co-CEO of [REDACTED] (“[REDACTED]”), a manufacturer of health and wellness products. I am over 18 years old and not a party to this lawsuit. I make this declaration based on my personal knowledge of the events stated herein.
2. [REDACTED] conducts regular business with Supplement Manufacturing Partner, Inc. (“SMP Nutra”) and supplies it with gummy supplements.
3. [REDACTED] creates promotional videos that showcase its products, FDA-registered and cGMP-certified facility, and state-of-the-art manufacturing. While some of these videos are publicly available on the company’s social media accounts, [REDACTED] does not allow third parties to use them without authorization.
4. Several weeks ago, I learned that a business called “Nutra Seller,” was using footage from [REDACTED]’s promotional videos on its website at nutraseller.com. SMP Nutra informed me that Nutra Seller was run by Mr. William Cartwright.

5. At the time, I did not recall who Mr. Cartwright was.
6. To the best of my knowledge, I only met Mr. Cartwright once at a tradeshow. Specifically, I briefly met Mr. Cartwright when he was a member of the SMP Nutra team at the SupplySide West 2022 tradeshow.
7. On or around February 1, 2024, I had a phone call with Mr. Cartwright to confront him regarding his unauthorized copying. Mr. Cartwright responded that he was not trying to be sneaky and was going to give [REDACTED] business in exchange.
8. I then texted Mr. Cartwright:

William please get all the videos of my manufacturing facility that you are stealing off your website.

You told me you planned on referring all the business to me so you thought would be ok.

That's a lie as you've never called me for permission or to work a deal.

This is not ok.

If on Saturday morning these videos aren't down I will hire an attorney. This is not a threat at all just letting you know.

9. In response, Mr. Cartwright wrote "[REDACTED] I apologize I had full intentions on reaching out to you to work out a deal to work together," claimed that the Nutra Seller website "went live a few days ago" and promised to take the videos down that day.

10. Mr. Cartwright then texted:

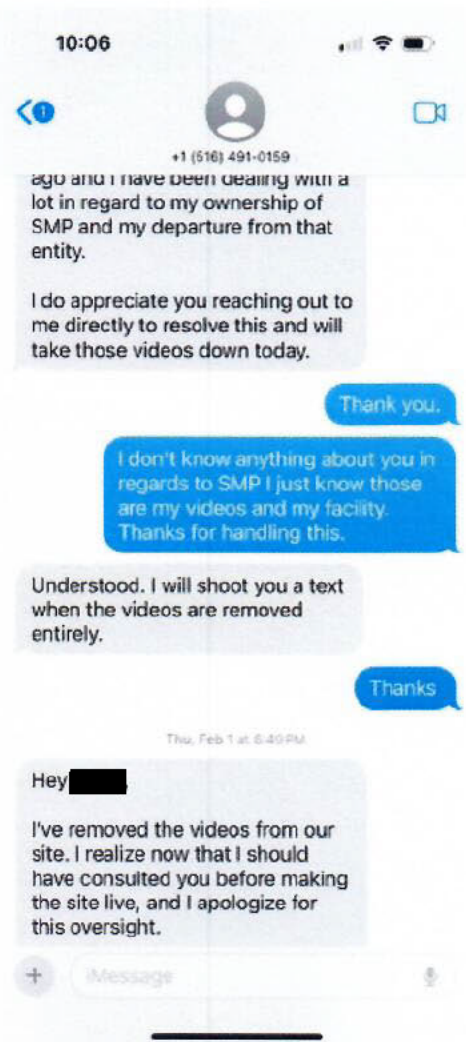
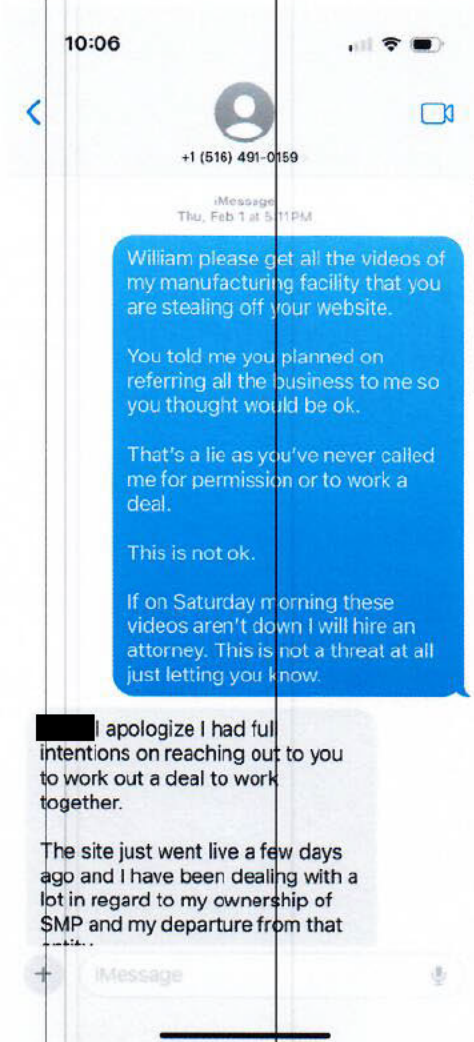
Hey [REDACTED],

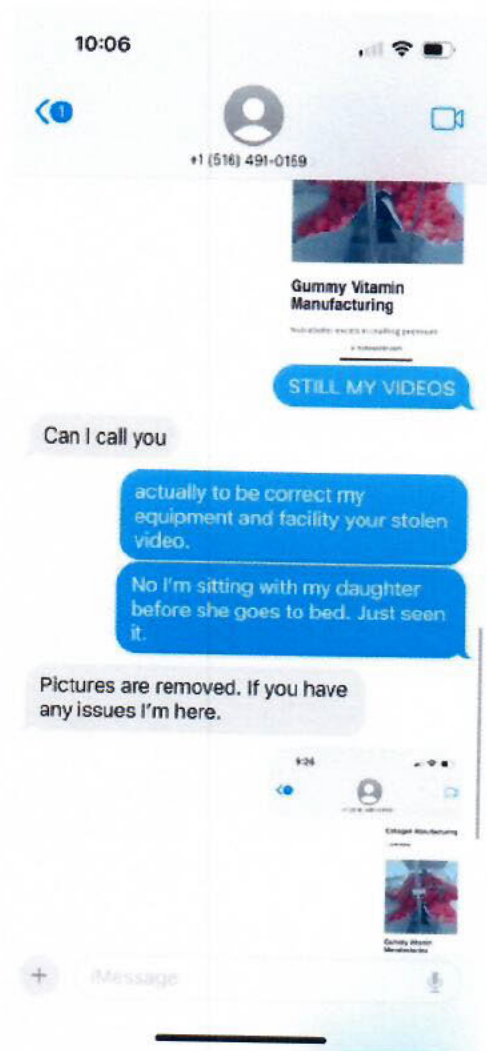
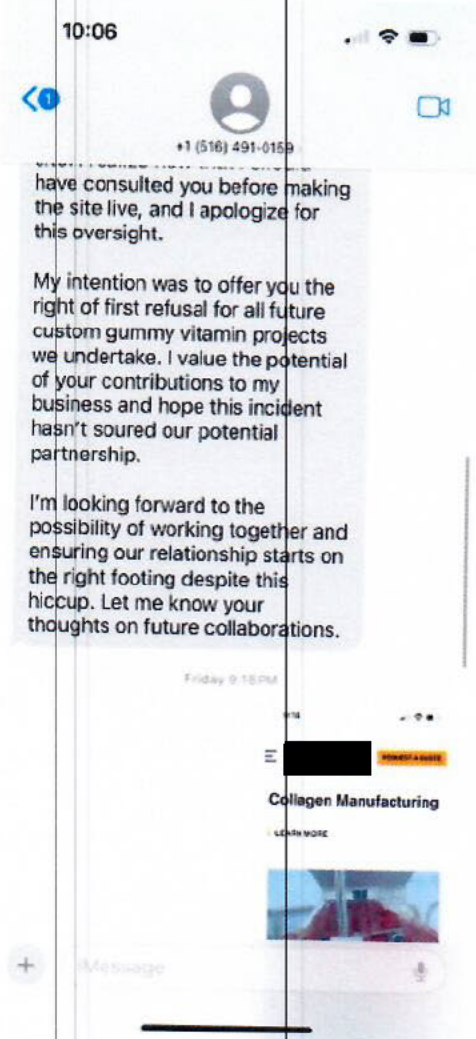
I've removed the videos from our site. I realize now that I should have consulted you before making the site live, and I apologize for this oversight.

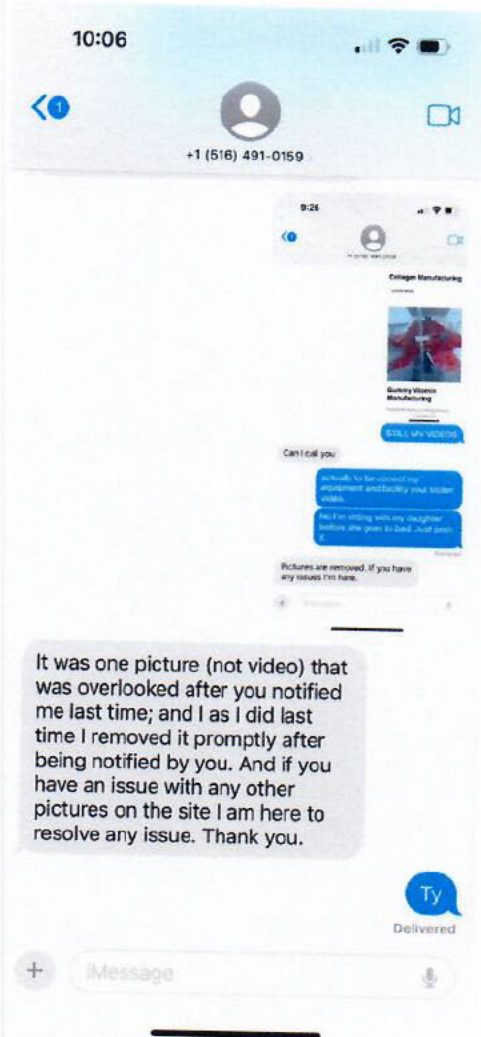
My intention was to offer you the right of first refusal for all future custom gummy vitamin projects we undertake. I value the potential of your contributions to my business and hope this incident hasn't soured our potential partnership.

I'm looking forward to the possibility of working together and ensuring our relationship starts on the right footing despite this hiccup. Let me know your thoughts on future collaborations.

11. I did not respond.
12. On or around February 16, I discovered that Nutra Seller was still using at least one image copied from [REDACTED]'s videos. After I notified Mr. Cartwright, he claimed that he had "overlooked" the picture, and removed it from the site.
13. At all relevant times, neither I nor [REDACTED] authorized Mr. Cartwright or Nutra Seller to use or copy any of [REDACTED]'s promotional videos or other marketing materials.
14. The following three pages contain true and correct screenshots of text messages between me and Mr. Cartwright.







It was one picture (not video) that was overlooked after you notified me last time; and I as I did last time I removed it promptly after being notified by you. And if you have an issue with any other pictures on the site I am here to resolve any issue. Thank you.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: February 26, 2024
Tampa, Florida